

REMARKS

Applicant is in receipt of the Office Action mailed December 20, 2005. Claims 1, 3-8, 11, 12, and 33 have been amended. Claims 2, 9, 10, 13-32, and 34 have been canceled. New claim 35 has been added. Claims 1, 3-8, 11, 12, 33, and 35 are currently pending in the application. Reconsideration of the case is earnestly requested in light of the following remarks.

Amended claim 1 recites, in pertinent part, “wherein the first manager service is operable to...communicate with a first backup manager service on a second server computer in order to maintain a first mirror of the state information on the second server computer.”

Claim 2, which is now canceled, but recited similar limitations, was rejected under 35 U.S.C. 103(a) as being unpatentable over U.S. Patent No. 5,454,108 to Devarakonda et al. (hereinafter “Devarakonda”) in view of “Recovery in the Calypso Filesystem,” by Devarakonda, Kish, and Mohindra (hereinafter “Kish”). Applicant respectfully traverses this rejection.

The Examiner asserts that the above limitations are taught by Kish. Kish relates generally to the design and implementation of the recovery scheme in Calypso, which is a distributed file system for Unix clusters. Kish teaches a token server which grants tokens for accessing data in read or write modes (See Section 3.2, “Token Management”). Kish teaches that, “when a server fails, the recovery system reconstructs the state of the tokens, file locks, and disk space guarantees on a back-up server or on the same server after reboot” (See p. 296, first paragraph). Kish further describes that in the recovery protocol, the client nodes send state reconstruction messages to the backup/rebooted server: “Each client marks the state of the affected file systems as ‘recovering’ and then packages its token and lock states in as few messages as possible. As the backup/rebooted server receives these messages, it reconstructs the dynamic state” (See p. 298).

Thus, Kish teaches that after the server fails, the client nodes send state reconstruction messages to the backup/rebooted server in order to reconstruct the state information on the backup/rebooted server. However, Kish does not teach a manager service on a server computer that is operable to store state information and also

communicate with a backup manager service on a second server computer in order to maintain a mirror of the state information on the second server computer, as recited in amended claim 1.

Applicant thus respectfully submits that the cited art does not teach the limitations recited in amended claim 1, and thus, amended claim 1 is allowable. Independent claims 8 and 33 have been amended to recite similar limitations as those discussed above with respect to claim 1, and thus, are also believed to be allowable over the cited art.

Since the independent claims have been shown to be patentably distinct over the cited art, Applicant respectfully submits that the dependent claims are also patentably distinct, for at least this reason. Applicant also respectfully submits that several of the dependent claims recite further distinctions over the cited art. However, since the independent claims have been shown to be patentably distinct, a further discussion of the dependent claims is not necessary at this time.

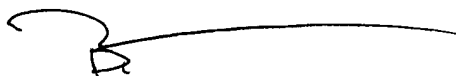
As per new dependent claim 35, the cited art does not teach the first manager service on the server computer communicating with both a first backup manager service on a second server computer and a second backup manager service on a third server computer in order to maintain a first mirror of the state information on the second server computer and a second mirror of the state information on the third server computer.

CONCLUSION

Applicants submit the application is in condition for allowance, and notice to that effect is respectfully requested.

If any extension of time (under 37 C.F.R. § 1.136) is necessary to prevent the above referenced application from becoming abandoned, Applicants hereby petition for such extension. If any fees are due, the Commissioner is authorized to charge said fees to Meyertons, Hood, Kivlin, Kowert, & Goetzel, P.C. Deposit Account No. 501505/5181-92500/BNK.

Respectfully submitted,



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